

POST AWARD ORIENTATION CONFERENCE AGENDA

Contract Number: EP-S7-15-09

Title/Service: Washington County Lead District

Contractor Name: Coastal-Enviroworks Joint Venture (CEJV)

Award Amount of Contract: (Maximum Potential Amount) \$30,324,816.41

Base Period Amount:

\$10,155,124.27

Contract Option Period Amounts:

Option Period 1: \$10,284,846.07

Option Period 2: \$10,284,846.07

1. On April 14, 2016 at 2:30 p.m., a Post Award Orientation Conference was held. Conference details will not change the contract. Any changes as a result of the conference will be executed by formal modification to the contract.

ATTENDEES:

NAME	COMPANY/TITLE	PHONE/EMAIL
Tyrone Lewis, Chair	EPA/CO	913 551-7664
Don Denno	EPA/RAM	913 551-7995
Marie Noel	EPA/Contract Team Lead	913 551-7176
Eric Vanderboom	EPA/COR	913 551-7988
Greg Bach	EPA/COR	913 551-7291
Gene Gunn	EPA/SPEB Manager	913 551-7776
Richard Silva	CEJV	(631) 299-3524
	CEJV	
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Note: travel to attend the postaward meeting in person is not required and therefore not chargeable to the contract

2. Government Contracting Team:

- a. The CO and/or contract specialist are responsible for contract administration and for ensuring that Contractor performance is in compliance with the requirements of the

contract. The CO is Tyrone Lewis at the time of this conference. This appointment is subject to change at any time.

- b. The COR has primary responsibility for the actual inspection of services, documentation of the contractor's work and invoice payment. The Primary COR is Eric Vanderboom (913) 551-7988 at the time of this conference; the alternate COR is Cody McLarty (913) 551-7974. These appointments are subject to change at any time.

3. Contractor Representatives:

Supervision of services performed by the Contractor (Prime) and all subcontractors is a contract requirement of the Prime. The Prime is expected to be aware of the status of all work required, to review the performance of its employees and subcontractors and to inspect their work prior to considering it complete and ready for inspection by the Government. The following Contractor personnel are responsible for activities performed by the Prime and all subcontractors and for contact with the COR, contract specialist, or CO concerning work progress and contract administration:

Position	Name	Phone	Email

4. The COR presented an overview/summary of the Performance Work Statement (PWS). The following issues were addressed:

1. Eric, this is where you will present your overview.

5. Prime/Subcontractors:

a. Federal Acquisition Regulations require that the Government conduct business with the prime Contractor and not subcontractors. All those designated by the Contractor as Key Personnel on this contract **MUST** be employees of the prime Contractor.

b. The prime Contractor shall provide a listing of all key personnel and all subcontractor personnel who will be on-site. The list(s) shall include the employee's name, tax identification number (TIN) or social security number (if no TIN), address and telephone number and shall be submitted as soon after award as possible and **BEFORE FIELD WORK COMMENCES**.

6. Problems/Changes:

a. All performance issues encountered by the Contractor shall first be referred to the COR for resolution. The COR has the authority to see that work is completed within the requirements of the PWS, plans, drawings and specifications, but **NO** authority for change orders affecting time of delivery, price, methods, or procedures. **The Contractor is advised to accept no instructions or direction of such nature from anyone other than the CO/CS.** Requests for **equitable adjustments** shall be made **in writing to the CO**.

b. The COR shall notify the CO in writing of any changes that need to be made to the contract before a modification is issued. If the Contractor is requesting a change, written notification of the change, rationale for the change and proposed cost of the change shall be provided to the CO as soon as possible.

c. The PWS addresses the **Quality Assurance/Control REQUIREMENTS**. Inspection by the Government **does NOT** relieve the Contractor of this responsibility. Repeated instances of unsatisfactory or non-performed work will be regarded as evidence that the Contractor is not providing the required Supervision and or Contractor Quality Assurance/Control. When this occurs, it will be reflected in the Contractor's Performance Evaluation.

d. The following Contractor personnel are **AUTHORIZED TO NEGOTIATE AND TO SIGN CHANGE ORDERS** obligating the Contractor:

NAME

POSITION

Info to be provided by CEJV

e. For Indefinite Quantity or Indefinite Delivery/Indefinite Quantity contracts, a minimum quantity is specified. **FAR Part 16.504(a)(1)** states "The contract must require the Government to order and the contractors to furnish at least a stated minimum quantity of supplies or services. In addition, if ordered, the contractor must furnish any additional quantities, not to exceed the stated maximum." Consequently, the contractor is required to furnish all ordered work up to the stated maximum quantity of the contract period. **Failure to furnish the minimum when sufficient work is ordered (tasked) will result in the contractor being ineligible for reimbursement of the minimum specified for the contract period.**

- Contract minimum for each contract period is \$250,000. Total contract amounts are not guaranteed.

f. In accordance with the FAR, in the event of a DOL investigation regarding possible improper application of or failure to apply a labor regulation, the CO will suspend an amount sufficient to cover the results of the investigation until such time DOL and the Prime resolve all issues relative to the investigation.

7. Dates/Time:

a. The contract award date was September 29, 2015.

b. The Contractor is required to maintain records and reports and allow the Government access to those records both during contract performance and for a period of (Eric, specify the number of years) years (specified by the COR) after contract completion.

c. No government furnished material or equipment provided under this contract.

d. All reports/deliverables are due to the COR on the date and time specified in the PWS. If this requirement is not complied with, it will also be reflected in the Contractor's Performance Evaluation.

e. The following checked items are reports/submittals required from the contractor.

CHECKED IF REQUIRED		REPORT OR SUBMITTAL	WHEN REQUIRED	RECIPIENT
X	a.	Performance Bond and Payment Bond	Within 10 days of contract award	CO Received 1/4/16

X	b.	Certified Payrolls-Prime and Subcontractors	Weekly	CO/COR
X	c.	Certificate of Insurance	Prior to issuance of NTP	CO
	d.	Monthly Work Schedule		COR
X	e.	Key Personnel Changes	Prior to change and requires CO approval	CO/COR
X	f.	Fill-dirt Supplier for Approval	Prior to using that supplier	COR
X	g.	Health & Safety Plan		COR
X	h.	Project Management Plan		COR
X	i.	QA Plan	Before work starts	COR
X	j.	Collective Bargaining Agreement		CO/COR
X	k.	Certification that all employees are U.S. citizens		CO/COR
X	l.	Monthly Progress Report	As specified in contract	CO/COR
X	m.	Incentive Documentation	QASP	COR
X	n.	Damage Report	24 hrs. of occurrence)	CO/COR
X	o.	Notification of Accident and Written Accident Report	Within 24 hrs. of occurrence	CO/COR
	p.	Material Inventory		COR
X	q.	Invoice and Supporting Documentation		CO/COR
X	r.	Disposal Documentation		COR
	s.	Equipment Submittal		COR
	t.	Contractor Hazardous Waste Minimization Certification		COR
	u.	Written request for road/land closure		COR
	v.	Written request for utility outage		COR
X	w.	Property Closeout Folders	See PWS	COR

f. The Contractor's schedule of work is specified in the PWS, Section 2.1. The Contractor may work on 7:00am to 6:00pm Monday through Saturday. **All work shall be performed as specified in Section 2.5 of the PWS and at the rates set forth at the contract level.**

g. Contractor Furnished Items includes all items necessary to perform the work.

h. Any work stoppage shall be immediately reported to the COR.

8. The Contractor **may** store materials, supplies and equipment on-site. The Contractor is reminded that it is responsible for theft prevention, damage, etc., as specified in the contract.

9. Safety:

- a. Safety was discussed by the COR. The following concerns and/or provisions were addressed:
 - Relevant safety information shall be documented in the HASP and approved by EPA prior to issuance of a NTP.
 - b. The COR has the authority to **STOP WORK IF UNSAFE CONDITIONS/ACTIVITIES** are observed. This authority is limited to potentially hazardous conditions. Such a Stop Work would apply **ONLY** to the unsafe activity being performed and does not constitute a Stop Work of the contract, thus, no equitable adjustment can be pursued.
 - c. The Occupational Safety and Health Administration (OSHA) at any time may inspect the work site for violations of the Occupational Safety and Health Act.
 - d. The Contractor must make First Aid and medical arrangements if necessary. The contractor is encouraged to have a First Aid kit on-site.
12. The following special provisions and/or conditions were discussed:
13. Security: COR and contractor discuss
14. Labor Relations:
- (1) The following items were discussed (if applicable):
 - (2) Service Contract Act of 1965
 - (3) Davis-Bacon Act
 - (4) Wage Determination No. (Tyrone will insert updated WD numbers)

NOTE: Non-payment of subs/suppliers may result in contract being submitted to EPA's Office for Suspension and Debarment for review for potential fraud/false claims.

Improper or non-payment of employees/subcontractors and/or failure to submit weekly certified payrolls will result in the contract being referred for DOL investigation.

15. Payment of Invoices:
- a. Invoices submitted shall be labeled as "ORIGINAL INVOICE". Invoices shall include the contract number, invoice number, date of invoice, date of services performed, applicable CLIN and unit price information, total amount due and SIGNED CERTIFICATION STATEMENT THAT SUBCONTRACTORS HAVE BEEN PAID WITH FUNDS PREVIOUSLY RECEIVED as required by the Payments clause of the contract. In addition, support documentation to support charges invoiced shall be included as applicable.
 - b. Invoices must be submitted on the Contractor's letterhead or the Contractor's invoice on a monthly basis to the following RTP, COR and CO.
 - c. Modifications executed as formal changes to the contract and specify the price change shall be invoiced according to the contract terms (i.e. monthly, quarterly, completion of work issued, etc.).
 - d. In accordance with the Prompt Payment Act, payment will be made by Research Triangle Park (RTP) in 30 days unless a discount is offered (example: 1/2% 10

days). Small business may invoice as frequently as every 2 weeks.

16. The Government discussed the following additional points:

17. **ADDITIONAL POINTS DISCUSSED BY GOVERNMENT:**

- Tyrone has additional points to discuss (clause fill-ins, new clauses, revised base period of performance, etc.)

18. **ADDITIONAL POINTS DISCUSSED BY CONTRACTOR:**

- Fill in during the post-award conference

It is understood that this document does not change any terms of the contract and that the terms of the contract can be changed only via modification to the contract. This document serves as a written record of topics discussed pertaining to the contract to ensure that both EPA and the Contractor have a mutual understanding of contract requirements and expectations of both parties.

A COPY WAS RECEIVED THIS _____ DAY OF _____.

CONTRACTOR'S REPRESENTATIVE/TITLE

EPA CONTRACTING OFFICER

Copy to: COR